

General Terms and Conditions of Caffè Italia

Conditions valid from 14/08/2024

Caffè Italia – www.coffeeitalia.co.uk

Definitions

The terms and expressions listed below should be understood as having the meanings attributed to them in this article or elsewhere in the Contractual Conditions. Terms indicated in the singular also refer to the plural and vice versa.

- **Cart:** the stage in the purchase procedure where the User makes their purchase proposal, selecting payment methods, delivery options, etc.;
- **Catalog:** the list of Products, with their respective prices, offered for sale by the Seller;
- **Customer:** the purchaser of the Products, whether a Professional or Consumer, including the User during the process of completing and submitting the Order;
- **Consumer Code:** Legislative Decree No. 206/2005 and subsequent amendments and integrations governing consumer relations;
- **Privacy Code:** Legislative Decree No. 196/2003 and subsequent amendments and integrations concerning the processing of personal data of individuals and the free movement of such data;
- **Electronic Commerce:** a particular method of conducting commercial activity, regulated in Italy by the Consumer Code and the E-commerce Decree, with the conclusion of the contract remotely via information society services (especially the internet);
- **General Conditions:** these general terms and conditions of contract through which the Seller intends to regulate the sales relationship with its Customers;
- **Order Confirmation:** the document that validates the Order made;
- **Consumer:** the User who acts for purposes unrelated to any entrepreneurial, commercial, craft, or professional activity carried out;
- **E-commerce Decree:** Legislative Decree No. 70/2003 and subsequent amendments and integrations concerning legal aspects of information society services, particularly electronic commerce;
- **GDPR:** EU Regulation 2016/679 and subsequent amendments and integrations regarding general personal data protection regulation;
- **Privacy Policy:** the notice on the processing of personal data, drafted in compliance with Article 13 of the GDPR and accessible on the [Privacy Policy](#) page of the Site;

- **Order:** the purchase proposal made by the User through the Site's procedures and particularly via the Cart;
- **Parties:** jointly the Customer and the Seller;
- **Product:** the tangible good sold via the Site under Electronic Commerce;
- **Professional:** the User who acts in the exercise of their entrepreneurial and commercial activity;
- **Product Sheet:** the sheet published on specific pages of the Site illustrating the information relating to the Product;
- **Services:** Electronic Commerce services, as well as tools facilitating the User's navigation of the Site, in addition to services, whether accessory to the sale of a Product or not, provided by the Seller to the User;
- **Site:** the website located at the URL <https://www.coffeeitalia.co.uk> owned by the Seller;
- **Seller:** Coffeecult s.r.l., a sole shareholder company, with legal headquarters in Fontane di Villorba (TV), 31020, Viale della Repubblica 7/C, and logistics center, as well as assistance and returns center in Brembate (BG), 24041, Via Liguria 3, VAT/C.F. 04615710268, registered in the Business Register of Treviso with REA No. TV364406, tel. +39 342 3065275, communication channel via the information request form on the [Contacts](#) page;
- **User:** the Customer who accesses the Site to make purchases and use the Services available there.

1. Object

The General Conditions govern the sale of Products by the Seller to Customers through the Site, as well as the provision of related Services under Electronic Commerce, thus regulating the relationship between the Parties. The Seller is the sole owner of the Site, therefore Customers enter into sales and/or Service provision relationships exclusively with the Seller unless otherwise indicated. The concluded contract is considered a sales contract of a movable thing pursuant to Articles 1470 et seq. of the Italian Civil Code. The sale, if concluded between the Seller and the Consumer, is subject to the legislation provided by the European Union for consumer protection and particularly that provided for Italy by the Consumer Code, with residual application of the E-commerce Decree and the Italian Civil Code.

2. Products

The Products for sale and related information are illustrated in the Product Sheets, in the Catalogs, or otherwise on the Site. The graphic representation of the Products proposed in the Product Sheets, in the Catalogs, or otherwise on the Site, as well as the images, colors, and

any other visually representable aspect, correspond to the photographic image of samples of the Products themselves. These images aim only to present, through complementary visual information, the Products for sale, without any guarantee or commitment from the Seller regarding the exact correspondence between the image depicted and the actual Product, so the sale occurs based on a sample type, and any discrepancies between the representations of the Products on our Site and the actual Products delivered are contestable only if significant. If indicated in informational and/or promotional brochures, the methods of use and/or application and/or functionality of the Products refer to standard use, thus requiring preliminary checks on specific different use situations before choosing the Products for correct application and/or functionality. The Products and offers contained on the Site are available and valid as long as they remain online and are always offered with the “while supplies last” clause.

The Seller undertakes to provide updated information in the sections of the Site related to the description and/or sale of the Products; however, it is not always possible to guarantee the complete absence of typing errors, inaccuracies, or omissions, for example, concerning the price, availability of the Product, and the Product’s information sheet. The Seller reserves the right to correct errors, inaccuracies, or omissions even after an Offer has been sent and also reserves the right to modify or update the information at any time. In this case, the Customer, knowing the correct information, has the option to confirm the Order or cancel it.

3. Purchase Procedure and Conclusion of the Sale

The Customer, after carefully reading the commercial information and the description of the item, makes the Order in electronic format, via telematics, following the instructions that appear from time to time on the Site and adding the Product of interest to the Cart. The sending of the Order has the value of a binding contractual proposal and implies complete knowledge and full acceptance of the General Conditions in force at the time of the Order. Following the proposal, the Seller, having carried out the appropriate fulfillment checks, communicates the acceptance of the Order within the usual term and, in any case, within a maximum of 10 (ten) days. The acceptance of the Order by the Seller occurs through the sending, to the email address indicated in the Order or in another similar or compliant form or modality, of a confirmation email containing a summary of the contractual conditions applicable to the contract, the information relating to the essential characteristics of the purchased Product, the indication of the price, the payment method used, delivery costs, and any additional costs. In any case, the Seller reserves the right to suspend the acceptance of the Order in the cases provided for in these General Conditions, or not to accept the Order in some cases, for example in the case of unavailability of the Product, notifying the User via email. The sales contract is considered perfected only when the Customer’s purchase proposal receives the Seller’s Order Confirmation.

4. Price

Prices are indicated, gross of VAT at the statutory rate, in each Product Sheet or in the Catalog or, in any case, on the Site at the time of the Order. The Seller reserves the right to indicate prices net of VAT exclusively for Products or areas of the Site dedicated solely to Professionals. No other tax is to be paid for delivery within the European Union, except in cases expressly provided for by law. The Product price is the one published on the Site at the time of the Order – subject to errors subject to subsequent modification – and, upon confirmation, it is considered definitively applied. Any other additional expense, such as shipping or packaging, taxes, and any ancillary charges will be promptly indicated during the Order phase and counted in addition to the price of the Product itself, highlighting the total cost of the sale last. Special offers and promotions are identifiable through the icons appearing next to the Product price.

5. Payment and Retention of Title

Payment is made using the methods and within the terms indicated on the website and/or in the Order. Except for the cases provided, acceptance and delivery of the Products remain suspended until the actual verification of the payment of the purchase price and ancillary expenses. If the Products are exceptionally delivered before the full payment of the due amount, the sale is in any case considered to be made with a retention of title clause. Therefore, in the absence of payment or in the case of installment payment of the Products, these remain the exclusive property of the Seller until full payment. The Seller reserves the right to reclaim the delivered Products in case of non-payment, and the Consumer undertakes to promptly return any Product not fully paid for, at their own expense. The non-fulfillment also results in immediate default, with the application of the conventional interest rate in the measure established by Legislative Decree No. 231/02 if the purchaser is a Professional or at the legal rate if they are a Consumer.

6. Order Fulfillment and Product Delivery

The delivery costs, quantified on the Site or in the Order, are borne by the Customer. In the case of an Order concerning a single Product, the delivery terms coincide with those indicated on the Site for the same Product. In the case of an Order concerning multiple Products, unless otherwise indicated, the Order itself will be fulfilled in a single solution according to the delivery times of the Product with the longest terms. The Order will be fulfilled within the terms specified on the Site and in the purchase Order confirmation. The delivery times, which are indicative, may vary due to factors not directly controllable by the Seller, who, therefore, is not responsible for any delays or non-deliveries attributable to force majeure, chance, or circumstances beyond their reasonable control, including but not limited to strikes, natural disasters, transportation problems, and government actions. In such circumstances, the Seller undertakes to promptly inform the Customer of the situation and to do their utmost to resolve the inconvenience.

Although the availability of Products indicated on the Site is updated, there may be elements affecting the actual availability of the goods, such as material calculation errors of stock,

system malfunctions, or other. The delivery times indicated in the Product Sheet refer to a single unit or for the units indicated as immediately available with the wording “immediate availability”. In case of stock depletion or unavailability of the ordered Product, the Customer will be informed as soon as possible, with an indication of an availability term, and will have the option to immediately cancel the Order or leave the proposal firm and wait for the longer delivery time. The Customer will also be informed of any price changes, and the Seller will not proceed with the shipment until receiving confirmation from the Customer of their intention to proceed with the purchase. If the Customer cancels the Order, the refund of the paid price occurs through the same payment method used at the time of the Order, and the amount will be re-credited within a maximum of 15 (fifteen) days from the revocation notice.

The Products are delivered to the address indicated in the Order; therefore, any non-delivery due to incorrect or omitted contact information cannot constitute the Seller’s responsibility. Delivery is considered at the street level and is carried out from Monday to Friday during regular office hours, excluding national holidays, unless otherwise indicated. In case of absence of the recipient at the time of delivery or unjustified refusal of delivery, the Seller is released from the relative obligation by depositing the Products at their warehouses and/or the courier’s and subsequent notice to the Customer, at the contact details indicated in the Order, with the obligation of collection at the Customer’s expense. In case of non-collection within the term established by the courier, the Products are returned to the Seller, who reserves the right to refund their price, leaving the shipping costs borne by the Customer. Upon delivery, the Customer must verify the content, conformity, and condition of the Product, particularly checking that:

1. the number of packages received matches the number indicated on the transport document (or the courier’s delivery note);
2. the labels on the packages correctly report their name and address;
3. the exterior condition of the packages shows no damage or signs of tampering.

If one of the three checks above gives a negative result, the Customer must sign the transport document stating goods accepted with reserve, or a similar wording, specifying the type of anomaly found. If acceptance with reserve with the specific problem found is not reported, returns for issues due to transport will not be accepted, and transport insurance will automatically lapse. Verbal reservations to the courier have no legal value. In case of delays, damage/breakage, total or partial losses, or other problems, the Customer must report them to the Seller via email, accessing the section **Reporting transport damages** on the Site, within 24 (twenty-four) hours to resolve the problem as soon as possible.

7. Product Verification

Once the package is accepted, the Customer must promptly open the packaging cautiously to verify the Product’s condition. If, after opening, the Customer identifies transport-related damages, they must report the event – within 24 (twenty-four) hours from receiving the

package – exclusively through the established procedure, accessing the [Reporting transport damages](#) section on the Site. To adequately support the report, the Customer must prepare and provide photographic documentation clearly highlighting the damage or anomaly found. The Seller evaluates the photographs and processes the claim, necessarily requiring the submission of images documenting the external conditions of the packaging, the damaged areas of the product, and the shipping label with the visible tracking code. The Customer must keep the original packaging both for a complete verification of the product's condition and for any return operations. If the original packaging is lost or deteriorated, the Customer requests a new packaging from the Seller; the latter, evaluated the request, reserves the right to accept it and send new packaging at a cost. The costs associated with sending the packaging will be advanced by the Customer, and the amount will be calculated based on the number and size of the necessary packaging.

8. Warranties

8.1 Legal Warranty of Conformity for Consumers (B2C)

The Customer who qualifies as a Consumer is entitled to the legal warranty of conformity of goods provided by the Consumer Code, under the conditions reported below. In accordance with the provisions of Title III, Part IV of the Consumer Code, the Seller guarantees that the Products purchased on the Site are free from defects for a period of two years from the delivery date, without prejudice to all rights and remedies available to the consumer under the Consumer Code, including the right to restoration without expenses by repair or replacement and, alternatively, the other remedies provided for by Article 130 of the Consumer Code. This warranty does not cover defects resulting from negligent or improper use of the Product such as, but not limited to, alterations, modifications, or tampering, normal wear and tear, failures of electrical parts resulting from electrical overvoltages.

8.2 Warranty Operability

In the event of a defect of conformity covered by the warranty, the Customer must make the defective Product available to the Seller at the Assistance Center, along with a copy of the documents proving the purchase and the delivery date. For this purpose, the Customer must follow the procedure below to access the Assistance Service.

Warranty Activation: The Customer requests the warranty intervention of the Assistance Center exclusively through the dedicated contact form, available on the [Warranty Portal](#) page of the Site;

Shipment to the Assistance Center: Shipping costs for the Product to the Assistance Center are borne by the Customer. This includes the correct packaging of the goods to ensure they arrive at their destination without further damage. If the Product shows a malfunction or is defective within the first 14 (fourteen) days of receipt, the return shipping costs will be entirely borne by the Seller. Outside of this hypothesis, the Seller offers a “ticket service” on

advantageous terms, allowing the Customer to return the Product at discounted rates. Specifically, the **Easy Return** ticket service is available for Products purchased up to 500€ including VAT, and **Premium Return** for Products purchased over 500€ including VAT. These costs will be reimbursed by the Seller upon presentation of the payment receipt, provided the authorized Assistance Center, after appropriate checks, recognizes the presence of the defect. If the Customer bears the shipping costs themselves, the Seller will reimburse up to the maximum spending limit corresponding to the ticket service value described above.

Transport Damage during Shipment to the Assistance Center: Damages caused during transport to the Assistance Center due to inadequate packaging are not covered by the warranty. In such circumstances, a detailed estimate for the necessary repair expenses will be communicated to the Customer.

Return of Repaired Product: The return shipping of the repaired Product is at the Seller's expense if the defect is recognized as covered by the warranty. Otherwise, if the defect does not fall within the warranty terms or if it is determined that the damage was caused by improper use, the return shipping costs are borne by the Customer.

Non-Warranty Repairs: For repairs not covered by warranty, a detailed estimate of the necessary expenses is provided to the Customer. The intervention is carried out only after the acceptance of the estimate and payment by the Customer. In case of rejection of the estimate, the Customer is required to cover the cost of the ticket issued by the assistance center, including expenses for the technical checks carried out and the preparation of the estimate. Once the ticket is paid, the Product is returned unrepaired.

8.3 Shipping Procedures for Repair

The Customer is required to prepare and carefully package the Product intended for repair to avoid damage during transport. Damages to the item during transport are not covered by the warranty; therefore, due to the high probability of damage during shipment, the Customer must take all necessary measures to adequately protect the item.

8.4 Preparing the Item for Shipping

Emptying and Cleaning: The Customer must completely empty the water circuit, containers, tank, coffee, and drip tray, and thoroughly clean the Product. If the Product requires cleaning by the Seller's technicians before repair, an additional cost of 50€ will be charged to the Customer.

Packaging: It is mandatory to use the Product's original packaging, including all protective materials such as polystyrene, to pack the Product. In the absence of the original packaging, the Customer must use double packaging or a sturdy double-layered wrapper, wrapping the machine with protective bubble material. Accessories like portafilters, filters, etc., that could be damaged during transport should be excluded unless essential for diagnosing the problem.

In Case of Damage in Transit: If the Product is damaged during transport, the Customer must file a claim with the courier within the terms established by the courier. The Seller assumes no responsibility for items damaged during transport and the timings related to the repair service and the return of products managed by the manufacturers' Assistance Centers.

8.5 Legal Warranty for Professionals (B2B)

If the Customer is a Professional, they are only entitled to the legal warranty provided by the Civil Code under Articles 1490 et seq., and not to the conformity warranty under the Consumer Code.

9. Right of Withdrawal

The Consumer has the right to withdraw from the purchase contract without any penalty and without any obligation to specify the reasons, provided that the Product is unused and in its original packaging, stringent and determinant requirements for accepting the return. The return of the Product that does not fully meet the aforementioned conditions may result in the inability to proceed with a full refund. The right of withdrawal must be validly exercised within 14 (fourteen) days starting:

1. In the case of the sale of Products, from the day the Consumer or a third party, other than the carrier and designated by the Consumer, acquires physical possession of the Products;
2. In the case of multiple Products ordered through a single Order and delivered separately, from the day the Consumer or a third party, other than the carrier and designated by the Consumer, acquires physical possession of the last delivered Product;
3. In the case of delivery of a Product consisting of multiple lots or pieces, from the day the Consumer or a third party, other than the carrier and designated by the Consumer, acquires physical possession of the last lot or piece.

To exercise the right of withdrawal, the Consumer must send the Seller, exclusively using the procedure indicated in the dedicated **Returns** section on the Site, a communication with the express and explicit declaration of their decision. Any return requests sent through different channels are not considered valid. During the procedure, it is essential that the Customer provides all the information required for proper handling of the return, including:

- **Order number** for purchase identification;
- **Nominal data** to verify the Customer's identity and proceed with the return;
- **Reason for return** to improve our service;
- **Photographic documentation** to evaluate the condition of the item and the validity of the return.

Upon receiving the authorization to withdraw, the Consumer must return the delivered Product within 8 (eight) days; the item is considered returned when delivered to the courier. The direct costs for returning the Product are borne by the Consumer, as well as the relative transport risks; the address for returning the Product will be communicated to the Customer via email after the return request. The Product must be returned in its original packaging, without any trace of damage or malfunction, and in a state of perfect cleanliness. The substantial integrity of the product to be returned is an essential condition for exercising the right of withdrawal. The Consumer is responsible for the decrease in value of the Products resulting from handling other than that necessary to establish their nature, characteristics, and functioning. Once the integrity of the returned Product and compliance with the other conditions mentioned above have been verified, the Seller will refund the full amount paid for the Products subject to withdrawal within no more than 15 (fifteen) days from the receipt date of the Product, using the same payment method used at the time of the Order, unless explicitly agreed otherwise. In any case, the Seller may withhold the refund until they have received the returned Products.

9.1 Exclusion of the Right of Withdrawal

The exercise of the right of withdrawal is excluded in the following cases, where applicable:

- Supply of Products or Services whose price is linked to fluctuations in the financial market that the Seller cannot control and that may occur during the withdrawal period;
- Supply of Products made to measure or clearly personalized;
- Supply of Products that are likely to deteriorate or expire quickly;
- Supply of sealed Products that are not suitable for return for health protection or hygiene reasons and have been opened after delivery;
- Purchase with VAT number.

The exercise of withdrawal terminates the contract between Consumer and Seller, subject to the obligations of returning the Products and refunding and all other conditions described above, as well as automatically terminating all any accessory contracts.

10. Force Majeure

In case of force majeure, the execution of the Order will be suspended. Cases of force majeure, in addition to those normally considered, include total or partial strikes, internal or external to the Seller, any reason for blocking means of transport or supply, governmental or legal restrictions, IT or electrical failures, telecommunications blockages including networks and especially the internet, pandemics. In such cases, the Parties will agree on new terms, timelines, and execution methods of the order.

11. Industrial and Intellectual Property Rights

The Site, trademarks, as well as any other distinctive sign, designs, employed technologies, and all intellectual and industrial property pertaining to the Seller and additional rights derived from it, are the exclusive property or under license to the Seller, who is also the owner of the intellectual property rights of the Site and the right to distribute all elements contained therein, particularly contents, designs, texts, photographs, for which they have obtained the necessary permissions from the interested parties, unless otherwise indicated. Therefore, the partial or total reproduction, on any type of medium, or the use of the elements composing the Site, as well as the transfer to third parties, is prohibited. Similarly, it is forbidden to copy, disseminate, and modify contents protected by copyright, registered trademarks, designs, patents, or other intellectual and industrial property rights. The trademarks and logos of platforms granting payment tools, social networks, couriers, and similar, and any other logo not directly or indirectly attributable to the Seller, are the property of their respective owners and are indicated on this Site solely for informational purposes to allow the execution of related services. Except as above, the Seller also offers for sale Products or Services branded by third parties or Products or Services of their own indicating third-party trademarks, such as compatible products or third-party brand service support. In any case, the Seller reserves the right to indicate third-party trademarks in the exercise of the principle of exhaustion of industrial and intellectual property rights or when necessary to indicate and describe specific Products or Services for sale, or to indicate the destination of a Product or Service, particularly as compatible elements or destinations, accessories or spare parts, or finally in any other case permitted by law.

12. Express Termination Clause

The Contract is deemed terminated by right, pursuant to and for the effects of Article 1456 of the Civil Code, upon the occurrence of even one of the following conditions, if the Seller declares to the Customer that they intend to avail themselves of this clause:

1. Non-payment of the price;
2. Unjustified refusal of delivery reception by the Customer;
3. Any judicial liquidation of the Customer and/or their submission to insolvency proceedings and/or procedures governed by insolvency law and/or similar.

In the event of termination due to the Customer's default, the Seller will retain as indemnity and/or penalty what has been collected, without prejudice to the compensation for damage.

13. Processing of Personal Data (Privacy)

The Consumer is invited to carefully read the notice on the processing of personal data rendered pursuant to Articles 13 and 14 of EU Regulation 2016/679, as well as on the use of cookies, reported in the dedicated [Privacy Policy](#) page of the Site, expressing consent to the processing where requested.

14. Applicable Law

These General Conditions and the performances described therein are governed by Italian law, as well as the relevant European Community regulations not integrated by Italian law. Mandatory legal provisions, such as those provided by the Consumer Code, are understood to automatically derogate from the corresponding clauses of this contract, which otherwise remains valid for all other non-derogated conditions.

15. Complaints and Out-of-Court Dispute Resolution Mechanisms

The Customer may forward any complaints via post to: Coffeecult s.r.l. Viale della Repubblica 7/C 31020, Fontane di Villorba (TV) or through the information request form at the following link: <https://www.coffeeitalia.co.uk/contact-us/>. In any case, for the resolution of disputes arising from the application of these General Conditions, it is possible to resort to out-of-court dispute resolution procedures, as provided for in Part V, Title II-bis of the Consumer Code, before mediation bodies in consumer matters pursuant to Legislative Decree No. 28/2010 and other ADR bodies indicated therein. In particular, it is noted that the European Union has implemented a platform for resolving disputes arising online, for which please consult this link: <https://webgate.ec.europa.eu/odr>.

16. Jurisdiction and Competent Court

Notwithstanding the above, in the case of any civil disputes arising from the interpretation, execution, and resolution of the General Conditions and the resulting sales relationship, if the Customer is a Consumer, they may choose alternatively whether to contact the judicial authority of their domicile (if different from Italy) or the Italian judicial authority, in case of the application of the Brussels Convention of 1968, or Regulation (EU) No. 1215/2012 (formerly 44/2001). In the case of Italian jurisdiction, if the Customer is a Consumer, the mandatory territorial jurisdiction is of the judge of the place of residence or domicile of the same, if located in the territory of the Italian Republic. If the Customer is a Professional, in the case of any civil disputes arising from the interpretation, execution, and resolution of these General Conditions and the resulting sales relationship, the Italian judicial authority has exclusive jurisdiction, and the Court of Treviso is exclusively competent, except for the possible competence of the Specialized Section in Business Matters, in which case the exclusively competent Court is that of Venice.

17. Final Provisions

If one or more articles and/or clauses of the General Conditions prove to be null or invalid, the possible nullity or invalidity will not extend to the remaining articles and/or clauses, which will continue to be valid and effective. The Parties agree to give any article or provision considered invalid – totally or partially – a legal interpretation reflecting the original intention as much as

possible. If this is not possible, the Parties undertake to replace the invalid provisions with others of equivalent or similar content as much as possible to the Parties' intentions and in any case aimed at achieving the contractual purposes. The Seller reserves the right to modify the content of the General Conditions at any time and without notice: the relationship will be governed by the text of the General Conditions published on the Site at the time of sending the Order by the Customer. The latter, therefore, is invited to expressly review the text of the General Conditions before sending the Order, to verify the updated text at the time of the Order itself. Updates will be indicated in the header of the text with the date of the last modification. Unless expressly derogated, all contracts concluded through the Site are governed by the General Conditions and by Italian and European law, in particular by the Consumer Code, with specific reference to the regulations on distance contracts for sales concluded with Consumers, and by the E-commerce Decree, as well as by the Civil Code, with reference to sales concluded with all Customers, as well as by the GDPR and Legislative Decree No. 196/2003 concerning personal data protection. The Seller's decision not to exercise their right arising from the General Conditions, or not to exercise it fully or promptly, cannot be interpreted or considered as an implicit waiver of said right. Any waivers must be declared explicitly and in writing.

18. Modification of Sales Conditions

Caffè Italia reserves the right to modify these Sales Conditions at any time. The changes will be effective from the moment of publication on the Caffè Italia e-commerce site and will be applicable to contracts concluded after such publication.

Last updated: -data-